

## TERMS AND INSURANCE CONDITIONS of Travel Insurance Abroad attached to Silver and Corporate cards

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**These Insurance Terms and Conditions of Travel Insurance Abroad attached to Silver and Corporate („General Terms and Conditions”) cards are offered in accordance with the Group Insurance Agreement No. 5 from 06.12.2019 concluded between:**

**SOGESSUR S.A.**, a company governed and functioning under French Law, with registered office at: Tour D2 – 17 Bis Place des Reflets 92919 Paris La Défense Cedex France, registered in France under company number 379 846 637 RCS Nanterre, authorized by French Supervisory Authority (Autorité de Contrôle Prudentiel et de Résolution – ACPR) to operate in Romania under Right of Establishment through its Romanian branch, **SOGESSUR S.A. PARIS – SUCURSALA BUCUREȘTI**, with head-offices in Gheorghe Polizu Street, no. 58-60, (zone 2) floor 4, district 1, Bucharest, Romania, phone number +4037.490.22.22 registered at the Trade Registry under n° J40/9293/2018 with Sole Registration Code: 39557849 in acting as Insurer (hereinafter referred to as “**SOGESSUR**” or “**Insurer**”) and

**BRD - Groupe Société Générale SA**, a credit institution governed and functioning under Romanian Law, with registered office at Bucharest, Bd. Ion Mihalache no. 1-7, District 1, phone number +4021.301.61.00, fax +4021.301.66.36, registered with the Trade Registry under n° J40/608/19.02.1991, registered in the Bank Register under n° RB-PJR-40-007/18.02.1999 (hereinafter referred to as “**BRD**” or “**Policyholder**”).

The Insurer, the Insured (as is defined below) and the Policyholder will be hereinafter referred to individually as the “Party” and collectively as the “Parties”.

This Group Insurance Agreement covers the Medical expenses and Medical assistance in case of Sudden Illness and Accident / Theft, Damage of Delay of Luggage / Flight delay or cancellation for holders of a Silver or Corporate Credit Card during a Travel abroad or in connection with a Travel abroad.

### ARTICLE 1 – PREAMBLE

- 1.1. The laws of Romania govern this Insurance Agreement, including the rights and duties arising from it and, in case of any disputes, Romanian courts of law are competent to settle such disputes.
- 1.2. Romanian is the language of communication.

This Insurance is a non-life insurance.

### ARTICLE 2 – DEFINITIONS

Any references to the terms mentioned below starting with a capital letter in these General Terms and Conditions shall be deemed to mean:

**ACCIDENT** – A random and unpredictable event that interrupts the normal flow of things, produced without the will of the insured and whose victim is the Insured;

**ACCOMPANYING PERSON** – a person travelling with the Insured and pointed out by him to accompany him during treatment or transport recommended by a physician attending him during Travel to bring Insured to his country;

**ACTIVE CREDIT/ DEBIT CARD** – Credit/ Debit Card used for at least one transaction (with amount different than zero) in the last 12 (twelve) months, starting with the first financial transaction date when the insurance was activated.

**ANNIVERSARY DATE** – the last day of the former Insurance Period, when the renewal of the Insurance Agreement may operate.

**ASSISTANCE COMPANY** – Company appointed and empowered by the INSURER, which grants services to the Insured on behalf thereof, to fulfill the contractual terms.

Europ Assistance Magyarország Kft. Hungary – with its Registered Office in 1132 Budapest, Váci út 36-38., registered at the Metropolitan Court as Court of Registry under no. 01-09-565-790, Tax Identification Number: 12231401-2-41.

**BENEFICIARY** – family member person entitled to receive Insurance Indemnity in case of death of the Insured, according to the following order:

1. spouse,
2. children in equal parts - in the absence of a spouse,
3. parents in equal parts - in the absence of a spouse and children,
4. siblings in equal parts - in the absence of a spouse, children and parents,
5. or, if there are no beneficiaries from the first 4 categories, the heirs of the Insured, in proportion to the share in parts that they inherit from the Insured

**BURGLARY** – Unlawfully entering, in any way, a house, a room, an outbuilding or any fenced premises related to them, without the consent of the Insured, which uses such premises, or the refusal to leave them.

**CLOSE PERSON** – spouse, partner, children, parents, grandchildren, grandparents and siblings up to the second degree inclusive;

**CREDIT/DEBIT CARD** – Electronic payment instrument attached to a Current Account and issued by BRD for natural person being one of the followings:

- the card category **SILVER** contains :
  - o VISA Business Lei (VBD),
  - o VISA Business USD (VBI),
  - o VISA Business Fermier Lei (VBF),
  - o MasterCard Business Silver Euro (MBE),
  - o MasterCard Business Silver Lei (MBS),
- the card category **CORPORATE** contains :
  - o MasterCard Corporate Euro (MBCE),
  - o MasterCard Corporate Lei (MBCR),
  - o MasterCard Business Credit (RBL).

**DISEASE** – any condition causing disturbances in the functioning of the systems or organs of the Insured, beyond control of them, resulting from a dysfunction that can be diagnosed by a Physician, requires treatment, diagnosis or rehabilitation.

**EPIDEMIC** – occurrence of infections or infectious Diseases in a given area in an amount clearly larger than in the previous periods, or occurrence of infection or infectious diseases which have not occurred before;

**HIGH RISK PHYSICAL WORK** – Performance by the Insured of:

- physical work at heights (means work performed on a surface at least 3 m above floor or ground level), on vessels, on offshore platforms, underground or underwater, as well as work on high-voltage electrical equipment,
- activities using the following dangerous tools: impact drills, power saws, pneumatic hammers, saws or mechanical grinders, machine tools, cranes and work machines, road machines, welding machine,
- activities with the use of paints, varnishes, liquid fuels and solvents, technical and combustion gases, hot technical oils or technical fluids;
- physical works in the following business sectors : construction and specialized construction activities (including architect, building inspector), agriculture (except for seasonal employment for the harvest if not using dangerous tools), fire brigade, army, police, security and investigation activities, gas industry, heavy industry, chemical industry, metallurgy, power engineering, shipyards, mining, manufacture of textiles and wearing apparel, manufacture

of wood including sawmills (also by entrepreneurs personally performing such activities), laundry and professional sport,

- the following professions : butcher, chef, actor, dancer, ambulance, veterinarians, animal caretakers.

**HOSPITALIZATION** – treatment at an in-patient medical facility, lasting at least 24 hours, providing all-day care of patients in the field of diagnostics and treatment by a qualified medical and nursing team; this term does not involve nursing homes, hospices, addiction treatment centres, spa and health centres, preventoriums, Medical rehabilitation centres and hospital rehabilitation departments;

**DIAGNOSIS:** accurate framing/identification, by a physician, of the observed Disease.

**INCEPTION DATE** – the date when the following conditions are cumulatively met: (i) the Credit/ Debit Card is activated (first financial transaction) (ii) the Insurance Contract between BRD (Policyholder) and Insurer is in force.

**INSURANCE AGREEMENT / INSURANCE** – these Insurance Terms and Conditions offered by the Insurer through BRD to the BRD Client holders of Silver or Corporate cards.

**INSURANCE CERTIFICATE** – Document issued by the Insurer, according to the Civil Code which contains, among others, the contact information of the Insurer, the Policyholder, the Assistance Company, the identification information of the Insured, as well as the duration of insurance;

**INSURANCE INDEMNITY** – sum paid by the Insurer to the Insured/ Beneficiary due to occurrence, during the Insurance Period, of a given Insured Event.

**INSURANCE PERIOD** – the insurance period is 12 calendar months beginning at the Inception Date, automatically renewed at the Anniversary Date and ending at the occurrence of a termination case.

**INSURANCE PREMIUM** – annual premium due by the Policyholder to the Insurer, calculated for one year of insurance for each Insured included into the Group Insurance Agreement.

**INSURED** – any natural person holder of an Active Credit/ Debit Card issued by BRD and meets the cumulative conditions:

- employed by a legal person being a client of BRD or a certified natural person authorized to pursue economic activity, BRD client
- permanently resides in Romania,
- with a minimum age of 18 years old

**INSURED EVENT** – the occurrence of an unexpected event and outside the control of the Insured included in the events specified in the General Terms and Conditions as covered by this Insurance;

**MATERIAL DAMAGE** – any damage occurred due to deterioration, destruction or disappearance of a property;

**OUTPATIENT TREATMENT** – providing medical assistance at an outpatient healthcare facility, hospital or another medical facility, lasting less than 24 hours within which medical assistance in the field of diagnosis and treatment is provided by a qualified medical and nursing team; this term does not involve nursing homes, hospices, addiction treatment centres, spa and health centres, preventoriums, rehabilitation centres and hospital rehabilitation departments.

**PERSON SUMMONED TO ACCOMPANY THE INSURED** – a person other than the Accompanying person pointed out by the Insured or the

Assistance Company who will come to accompany the Insured during treatment or transport if there is no Accompanying person or if health of the Accompanying person does not allow them to accompany the Insured during treatment or transport;

**PERSONAL DAMAGE** – any damage occurred due to injury or health disorder;

**PHYSICIAN** – Person holding a diploma of medicine issued by the authorities, who practices medicine under a valid practice licence;

**PORTABLE ELECTRONIC EQUIPMENT** – notebook, multimedia projector, mobile phone, computer, audio and video media, photographic and audio-video equipment;

**PROFESSIONAL ACTIVITY** – work and activities, aimed at profit or not, including volunteering, internships and apprenticeship.

**PRE-EXISTING DISEASE / PRE-EXISTING CONDITION** – Any illness or bodily harm of the Insured party which was subject to a Diagnosis by a physician before the date the Travel was booked or started;

**ROBBERY** – Theft against the Insured by using violence, threats, or by putting the Insured in fear by other means, or by putting the Insured in the state of unconsciousness or inability to defend himself. Throughout this document, reference to Theft will include, when applicable, also Robbery.

**SUDDEN ILLNESS** – acute illness threatening the health or life of the Insured, occurring suddenly, beyond control of the Insured, requiring immediate medical assistance in relation to which it was necessary for the Insured to be treated during the Travel;

**THEFT** – action of taking a good from the Insured's possession or control, without the latter's consent committed by a Third Person in order to unlawfully appropriate it.

**THIRD PERSON** – any person other than the Insurer, the Insured, the employer, the Policyholder or the Beneficiary;

**TRAVEL** – Travel of the Insured, for the professional purpose, outside the territorial borders of Romania and/or the country of citizenship/habitual residence, which does not last longer than 30 consecutive calendar days from the moment the borders are left until the moment of return within said borders.

**LUGGAGE** – personal belongings being in possession of the Insured during Foreign travel, including Portable electronic equipment.

### ARTICLE 3 – ENROLMENT INTO INSURANCE

**3.1.** The enrolment into insurance is certified by the Insurance Certificate issued for each Insured.

**3.2.** The Policyholder shall provide the Insured with these General Terms and Conditions defining the guarantees, their conditions of entry into force as well as the formalities to be completed in the event of a claim.

### ARTICLE 4 – INSURANCE INCEPTION AND INSURANCE PERIOD

**4.1.** The Insurance Agreement will come into force from 0:00 on the next day after the Credit Card is activated, under the condition of performing a financial transaction.

**4.2.** The Insurance Agreement is valid until the Anniversary Date and automatically renewed for subsequent Insurance Periods, based on tacit

renewal, as long as the Credit/ Debit Card remains activated (at least a financial transaction at each 12 months since the first financial transaction), except in case of termination mentioned in Art. 10. Should the period for providing assistance be longer than the period of insurance, the Insured will be assisted according to the present insurance until the repatriation is carried out or the health is recovered, whatever comes first, up to the limit of the insured sum, for maximum 15 (fifteen) calendar days from the date from which the policy expired.

**4.3.** Within the Insurance Period, the cover is granted for unlimited number of Travels, provided that each Travel lasts no longer than 30 consecutive days. The insurance cover of already started Travel expires at the last day of Insurance Period regardless of the expiry of 30 consecutive days.

### ARTICLE 5 – TERRITORIALITY

The insurance is valid all over the world except Romania, the country of citizenship and the country of residence of the Insured, during a Travel, unless otherwise stated in the description of the guarantee.

### ARTICLE 6 – OBJECT OF INSURANCE/ INSURED RISKS

Subject to the terms, exclusions and limitations mentioned in these General Terms and Conditions, the Insurance Agreement provides the Insured with the insurance coverage within the Insurance Period during the Business Travel.

#### 6.1. MEDICAL EXPENSES AND MEDICAL ASSISTANCE

**6.1.1.** The insurance coverage for MEDICAL EXPENSES and MEDICAL ASSISTANCE in connection with a Travel shall start after crossing the border of Romania by the Insured upon starting the Travel and ends at the moment of crossing the border of Romania upon Insured's return to Romania.

**6.1.2.** Subject to the limits indicated in the Art. 6.1.4 and 6.1.5., MEDICAL EXPENSES guarantee shall include the following expenses of the Insured in case of Sudden illness or Accident occurring during a Travel :

- a) stay and treatment in hospital including costs of examinations, procedures, surgeries,
- b) Outpatient treatment involving examinations and medical assistance, analysis, procedures, medical appointment, including arrival of a Physician to the place where the Insured is,
- c) purchase of necessary medications, dressings and crutches, recommended by a Physician,
- d) costs of giving birth prematurely which took place no later than in the 32nd week into pregnancy, covering the costs of medical care for the mother and the infant together within the sum insured,
- e) emergency dental treatment occurring during Travel, only in the case of sudden inflammations or the necessity of medical aid as a result of an Accident; insurance liability shall include only ad-hoc tooth treatment, excluding later root filling or crown restoration.

**6.1.3.** Subject to the limits indicated in the Art. 6.1.4 and 6.1.5., MEDICAL ASSISTANCE guarantee shall cover the organization and costs of following necessary and documented services, implemented through Europ Assistance, in case of Sudden illness or Accident of the Insured occurring during a Travel:

- a) emergency transport of the Insured to the nearest Physician or hospital: the Insurer through Assistance Company shall select a Physician or hospital, book a spot and organize transport to the medical facility, if it is required by the condition of the Insured;
- b) emergency transport of the Insured between medical facilities: if the medical facility where the Insured is does not ensure medical care adjusted to his condition in compliance with a documented recommendation of the attending physician, the Insurer through Assistance Company shall organize the transport to the appropriate medical facility;

- c) organization and costs of transport in economic class, accommodation and alimentation of one Insured's relative in the case of the Insured's Hospitalization abroad longer than 10 days;
- d) organization and transport of the Insured back to the place of accommodation after the Insured is provided medical assistance, if the attending physician recommends so,
- e) organization and transport of the Insured back to Romania or to a medical facility in the Romania, if due to the condition of the Insured, confirmed by the documented certification of attending Physician abroad or a Physician of the Assistance Company, the Insured cannot use the previously planned mean of transport; a physician from the Assistance Company together with the attending Physician will decide whether it is possible to transport the Insured; the Insured is transported after being provided with medical assistance allowing his return to Romania by using an appropriate mean of transport for the condition of the Insured; if the attending Physician believes that transport is possible and the Insured does not agree to be transported to Romania, then the Insured shall not receive further Insurance benefits;
- f) organization and transport of the Insured's corpse to the burial place in Romania, if the Insured died during a Travel. The scope of the costs to transport corpses shall also include necessary costs to purchase a transport coffin or an urn, cremation, sanitary expenses (cold room, embalming), administration costs (consular costs, permits), transport of Travel luggage of the deceased and the costs of autopsy.
- e) treatment of Diseases with which Hospitalization of the Insured was associated within the last six months before entering into the Insurance agreement;
- f) treatment exceeding the scope of medical services necessary to recover the condition allowing transport or return of the Insured to Romania (a Physician from Europ Assistance together with the attending physician of the Insured decide about the validity of organizing transport),
- g) pregnancy, labour, which took place after the 32<sup>nd</sup> week of pregnancy,
- h) artificial insemination or any other infertility treatment,
- i) purchase of contraceptives, abortion, pregnancy removal, except if recommended by the physician performing curettage of the uterine cavity after spontaneous miscarriage,
- j) plastic surgery and cosmetic procedures,
- k) treatment of Pre-existing Disease / Pre-existing condition, cancer, unless it was not subject to a Diagnosis before the Travel and was revealed during the Travel with symptoms requiring immediate assistance or saving life;
- l) treatment of Sexually transmitted Diseases, venereal Diseases, AIDS and HIV positive,
- m) Epidemics,
- n) superficial or first degree burns,
- o) repair or purchase of dental prostheses, hearing aids and other rehabilitation equipment, except for crutches,
- p) special nutrition of the Insured, purchase of strengthening agents and agents used by the Insured on a usual basis, vaccinations, massages, baths, inhalations, medicinal gymnastics, irradiation, even if any of these remedies were prescribed by a physician,
- q) using services other than standard services during Hospitalization, e.g. using television, having an individual room,
- r) treatment, Hospitalization or accommodation if according to a Physician from Europ Assistance, the moment of commencing treatment can be postponed until the Insured return to Romania,
- s) conducting examinations unnecessary to plan treatment of the disease, control tests and obtain medical certificates,
- t) sanatorium treatment, aesthetic treatment, therapy, prevention, physiotherapy,
- u) self-treatment,
- v) treatment by a Physician who is a member of the family of the Insured unless it is a Physician indicated by Europ Assistance to perform treatment abroad,
- w) treatment and medications not recognized by conventional medicine.

#### 6.1.4. MAXIMUM INSURANCE INDEMNITY VALUE PER INSURED AND PER INSURANCE PERIOD

The maximum Insurance Indemnity is :

**100 000 RON** per Insured Event with a limitation of **200 000 RON** per Insurance period, with the following sublimits:

- Emergency dental treatment: **1 000 RON** per Insured Event,
- Visit of an Insured's relative in case of Hospitalization longer than 10 days :
  - transport : up to **2 000 RON** per Insured Event,
  - Accomodations and meals: up to **450 RON** per day, limited to 7 days.
- Rapatriation for mortal remains: **30 000 RON** per Insured Event.

#### 6.1.5. SPECIFIC EXCLUSIONS APPLICABLE TO MEDICAL EXPENSES AND MEDICAL ASSISTANCE

In addition to the general exclusions provided for in Art. 7 below, the Insurer shall not reimburse MEDICAL EXPENSES and MEDICAL ASSISTANCE if the Insured behaved against the decision of Europ Assistance established with the attending Physician abroad. This exclusion shall not apply to situations when the Insured due to his/her condition could not contact Europ Assistance.

The Insurer shall not indemnify MEDICAL EXPENSES and MEDICAL ASSISTANCE costs and shall not organize services related to it, if there were medical contraindications to go abroad for the Insured or before Travel there were indications to have a surgical procedure conducted or to be hospitalized if they affected the occurrence of the Insured Event.

The Insurer shall not be liable for the costs of:

- a) preventive vaccination, with the exception of prevention in the emergency case of tetanus and rabies,
- b) Conservative dental treatment such as treatment of caries, treatment of necrotic lesions, root canal treatment, replacement of damaged fillings, treatment of gum disease, periodontitis, removal of plaque,
- c) continuing treatment of diseases which occurred before the Insurance period started,
- d) treatment unrelated to medical assistance provided in the case of a sudden illness or Accident,

#### 6.1.6. IF AN INSURED EVENT OCCURS

Additionally to the obligations specified in Art.8, which shall be fulfilled respectively to obtain Insurance Indemnity, the Insured shall fulfil the cumulative conditions:

- immediately report the event to Europ Assistance: in the case when Insurance Indemnity of the Insurer are subject to reimbursement, the Insured shall be informed about the Insurer's acceptance to cover or reimburse the costs before undertaking any activities on their own; if it is not possible to report the event included in insurance protection directly by the Insured, the event may be reported by a person acting on their behalf,
- provide necessary information requested by Europ Assistance: name and surname as well as details of the place of stay, allowing Europ Assistance to contact the Insured,
- follow the recommendations of Europ Assistance,
- try to alleviate consequences of the event,
- in case of personal damage, allow access to all medical information related to the reported event for Physicians authorized by the Insurer,
- allow Europ Assistance to perform activities necessary to establish circumstance of the damage, the validity and amount of the claim,

and secure evidence of the event as well as provide assistance and clarifications for this purpose,

- use available measure to rescue the Insured and to prevent damage or reduce its scope,
- secure the possibility to claim damages against people liable for the damage.

If the Insured or a person acting on his behalf – due to reasons beyond his control – i.e. due to a random incident or force majeure – did not contact Europ Assistance before – they shall notify Europ Assistance about the costs incurred and send documentation confirming the incident within 5 days from the day when it was possible, subject to the provisions below.

In the case of intentional violation or due to gross negligence of the obligations determined in this article, the Insurer can reduce Insurance Indemnity respectively, if the violation contributed to intensification of the damage or made it impossible to establish circumstance and consequences of the Accident.

If the Insured intentionally or as a result of gross negligence failed to apply measured specified in item. h), the Insurer shall be free from liability and does not owe indemnities for damage occurring as a result of that.

### 6.1.7. SETTLEMENT OF THE INSURANCE INDEMNITY

The Insured shall be entitled to Insurance Indemnity in the amount resulting from the concluded Insurance agreement.

After receiving a notification about an incident and confirming its inclusion in insurance protection, Europ Assistance shall fulfil Insurance Indemnities resulting from the scope of the Insurance agreement in accordance with the provisions of these General Terms and Conditions.

Reimbursement of the costs entitled from medical expenses and medical assistance insurance shall be made by payment of bills issued directly by the issuers.

If the Insured had to cover the costs on their own because the medical facility did not accept the settlement manner compliant with the General Terms and Conditions, the Insurer shall reimburse the costs to the Insured or the person who incurred them with accordance to rules indicated in the Art. 9.

Payment of due Insurance Indemnities for medical expenses insurance shall be granted only if the Medical expenses exceed the amount of 250 RON per one claim.

## 6.2. LUGGAGE PROTECTION

**6.2.1.** Subject to the limits indicated in the Art. 6.2.3 and 6.2.4, this guarantee will cover the Insured's Luggage, in connection with a Travel, in case of :

- **theft of Luggage as a result of**
  - o Robbery,
  - o Burglary of the accommodation place, of a watercraft locked cabin, of a locked trailer or a locked vehicle trunk,
- **total or partial damage of Luggage as a result of :**
  - o an accident of the Insured's mean of transport,
  - o an Accident or Sudden Illness of the Insured as a result of which the Insured lost his ability to take supervision of the Luggage,
  - o fire, hurricane, flood, lighting, explosion, avalanche, earthquake,
- **loss of / damage to Luggage duly checked with a transport company during their transport in connection with a Travel.**

This insurance cover shall start not sooner than upon the commencement of the journey and shall terminate upon the termination of the journey. They apply in Romania and abroad as far as it is related to a Travel.

**6.2.2.** As part of a Travel and subject to the limits indicated in the Art. 6.2.3 and 6.2.4, this guarantee will also cover, the costs incurred by the Insured(s) for the purchase of essential goods (clothes and toiletry items), in case of delay of more than 4 hours in delivery of Luggage duly checked with an transport company.

This guarantee applies only to Luggage regularly checked in and entrusted to the airline, railway or bus company based on the shipping document, and received more than 4 hours after the Insured's arrival time at the airport / railway / bus station of destination.

The coverage is provided on a subsidiary basis (at second risk) to what is already covered by other valid insurance policies taken out by the Insured.

### 6.2.3. MAXIMUM INSURANCE INDEMNITY

The maximum Insurance Indemnity per Insured Event is **2 000 RON** of which **500 RON** for delay in delivery of Luggage.

### 6.2.4. SPECIFIC EXCLUSIONS APPLICABLE TO LUGGAGE PROTECTION

In addition to the general exclusions provided for in Art. 7 below, the guarantee THEFT / DAMAGE / LOSS OF LUGGAGE shall not cover:

- a) objects made of silver and gold, precious and synthetic stones, platinum and other platinum group metals, silver and gold coins, noble organic substances, pearls, amber, corals, gold, silver and platinum in scrap and in bars,
- b) furs, watches, works of art, antiques and collector's collections, documents and manuscripts, musical instruments, things of scientific and artistic value, weapons and hunting trophies with cases, items in numbers indicating a commercial purpose,
- c) cash value, securities, bankbooks and savings bonds, payment cards of all kinds and tickets to travel by means of communication,
- d) Portable electronic equipment not being under direct supervision of the Insured,
- e) computer programs, data on mediums,
- f) items used in commercial, service and production activities,
- g) items and merchandise, including Portable electronic equipment, assigned by nature or purpose to the Insured's Professional activity.
- h) sports equipment,
- i) medical equipment, medications, corrective glasses, contact lenses, Prosthesis and other medical devices and rehabilitation equipment,
- j) goods, groceries and all types of stimulants,
- k) damage or theft of car equipment,
- l) damage of theft inside a tent,
- m) damage occurring as a result of theft without breaking in,
- n) damage, destruction or loss of things in relation to their use, self-ignition, self-destruction or leakage, and in the case of breakable things or things in glass containers – smashing,
- o) damage occurring in electric apparatus and devices as a result of their defects or as a result of electric current during operation, unless electric current caused fire,
- p) aesthetic damage,
- q) damage involving only damage or destruction of cases, trunks or other Travel luggage containers,
- r) damage occurring as a result of confiscation, detention or destruction by customs authorities or other authorities,
- s) damage not reported to the police or the carrier immediately after the occurrence of the incident,
- t) Financial damage of lost profits which the injured could have obtained, if no damage were inflicted.

In addition to the general exclusions provided for in Art. 7 below, the guarantee DELAY IN DELIVERY OF LUGGAGE shall not apply:

- a) if the delay occurred after the Insured returned to Romania,
- b) in the event that the Insured's baggage is confiscated or requisitioned by customs or government authorities,
- c) for first necessity items purchased after the handover of the Luggage by the transport company.

### 6.2.5. IF AN INSURED EVENT OCCURS

In addition to the obligations specified in Art.8 which shall be fulfilled respectively, to obtain Insurance Indemnity, the Insured shall apply the following measures:

- In case of theft, immediately notify the police and obtain a copy of the complaint / declaration regarding the Theft with the list of items;
- If the Luggage has been entrusted to a transport company, immediately notify the company about any damage occurring during transport and obtain a written confirmation of the notification,
- immediately notify the administration about each damage at the accommodation place of the Insured and obtain written confirmation of the notification,
- In case of delay in delivery of Luggage, report the delay to the transport company and obtain documents confirming the delay in the delivery of Luggage and the time when the transport company delivered the delayed Luggage to its destination or the place of stay of the Insured,
- In any case, file a completed damage notification form to Europ Assistance. The form shall contain the incident description, list of stolen, lost or damaged items, their value confirmed by invoice, year of purchase and documents confirming circumstances of the damage. The reporting loss of Luggage shall also additionally contain a written statement from the transport company about the missing Luggage with information whether it was found and about the amount of Insurance benefits for the missing Travel luggage paid by the carrier to the Insured.

Upon request, the Insurer through Europ Assistance can ask the Insured to provide the damaged Luggage.

In the case the stolen or lost items are recovered, the Insured shall immediately notify Europ Assistance and return the already paid Insurance benefits for the above listed items.

In case of intentional violation or gross negligence of the obligations specified in this article, the Insurer may reduce the Insurance Indemnity, if the violation contributed to an increase in damage or made it impossible to establish the circumstance and consequences of the incident.

### 6.2.6. SETTLEMENT OF THE INSURANCE INDEMNITY

In case of an Insured Event, the maximum amounts the Insurer could be liable to pay is indicated in Art. 6.2.3.

In case THEFT / DAMAGE / LOSS OF LUGGAGE, the Insurance Indemnity shall correspond to the replacement value of the stolen, lost or damaged Luggage. During the first year from the date of purchase, the replacement value will be equal to the purchase price of the Luggage. The following year, the replacement value will be calculated at 75% of the purchase price. In subsequent years, the replacement value will be deducted by an additional 10% per year.

In case of DELAY IN DELIVERY OF LUGGAGE, the Insurer shall reimburse the costs of first necessity items based on the presented invoices. Payment of due Insurance Indemnity from DELAY IN DELIVERY OF LUGGAGE insurance shall decrease the LUGGAGE PROTECTION maximum Insurance Indemnity.

## 6.3. FLIGHT DELAY – FLIGHT CANCELLATION

6.3.1. As part of a Travel and provided that the Insured was in one of the following situations:

- the Insured's flight has been delayed for **more than 4 hours for an airline (including low-cost) or 6 hours for a charter flight** compared to the initial departure time indicated on the transport ticket, or
- in case of cancellation of the Insured's flight, the Insurer shall reimburse, subject to the limits indicated in the Art. 6.3.2 and 6.2.3 below, the following expenses:
  - a) **Flight delay**
    - the additional documented costs incurred by the Insured during the waiting time for meals, refreshments, hotel expenses, transfer costs to and from the airport or terminal,
    - the documented costs of modifying or repurchasing connection transport tickets, if the late arrival of the flight on which the insured was travelling prevents him from taking another means of transport (plane, train, bus, ship) to arrive at the final destination for which the ticket has already been paid before the beginning of the Travel.
  - b) **Flight cancellation**
    - the additional documented costs incurred by the Insured during the waiting time for meals, refreshments, hotel expenses, transfer costs to and from the airport or terminal.

The coverage is provided on a subsidiary basis (at second risk) to what is already covered by other valid insurance policies taken out by the Insured.

### 6.3.2. MAXIMUM INSURANCE INDEMNITY

The maximum Insurance Indemnity is **3 500 RON** per Insured Event.

### 6.3.3. SPECIFIC EXCLUSIONS APPLICABLE TO FLIGHT DELAY – FLIGHT CANCELLATION

In addition to the general exclusions provided for in Art. 7 below, the guarantee for FLIGHT DELAY – FLIGHT CANCELLATION shall not cover the delays or cancellation consecutive to:

- a) temporary or permanent withdrawal of an aircraft, ordered by the administrative authorities, airport authorities or civil aviation, or any other authority, having made the announcement more than twenty-four (24) hours before the departure date of the Travel;
- b) overbooking of the flight preventing the Insured from boarding;
- c) failure by the Insured of the flight on which his reservation was confirmed, to present himself at boarding time for any reason whatsoever;
- d) non-admission of the Insured on board as a result of non-compliance with the baggage check-in and/or boarding deadline or as a result of refusal of the airline staff or the airport authorities;
- e) any event may jeopardize the safety of the Insured during the Travel if the destination is not recommended by the Romanian Ministry of Foreign Affairs.

Are also excluded:

- f) delay or cancellation of flight that the Insured has not previously confirmed, unless prevented by a strike or a case of force majeure;
- g) delay or cancellation of flight operated by any air carrier included in the black list drawn up by the Commission European, regardless of their origin and destination.
- h) delay or cancellation of flight if an alternative means of transport has been made available to the Insured by the airline company within 4 hours (if the insured was travelling on a scheduled flight) or within 6 hours (if the insured was travelling



on a charter flight) following the initial departure time of the booked and confirmed flight.

It is not covered, in no situation, the flight ticket reacquisition or modification or the counter value of the ticket for the cancelled or delayed flight.

#### 6.3.4. IF AN INSURED EVENT OCCURS

In case of occurrence of an Insured Event, in order to receive the Insurance Indemnity, the Insured shall apply the measures specified in Art.8 and provide the Insurer with the following justifying documents :

- the original supporting documents of the additional waiting costs incurred as a result of the flight delay,
- the original supporting documents of the costs of modifying or repurchasing connection transport tickets,
- the document(s) specifying the date and time of the Travel,
- the original boarding pass,
- the certificate issued by the airline company specifying the reason and duration of the delay and the actual time of departure,
- any other proof at the Insurer's request.

#### 6.3.5. SETTLEMENT OF THE INSURANCE INDEMNITY

In case of FLIGHT DELAY – FLIGHT CANCELLATION, the Insurer shall reimburse the additional costs incurred by the Insured, subject to the submission of the relevant invoices.

#### ARTICLE 7 – GENERAL EXCLUSIONS, COMMON FOR ALL GUARANTEES

The insurer shall not be liable if an Insured Event took place as a result of or in relation with:

- a) the behavior of the Insured being effect of the State of intoxication by alcohol, drugs or other intoxicants, psychotropic substances or substitute substances within the meaning of the relevant provisions of the law or under the influence of intoxicants or psychotropic substances or substitutes, pursuant to the provisions of counteracting drug addiction, or in the state after using drugs or other agents suppressing consciousness, except for situations when such agents were used for medical purposes and recommended by a Physician,
- b) acts of war, uproar, riots, martial law, acts of terrorism or sabotage, participation of the Insured in illegal strikes. However, the Insurer shall be liable for Insured Event which took place as a result or in relation with acts of war or acts of terrorism, if during the Travel Abroad the Insured is in the country where acts of war and acts of terrorism started unexpectedly and suddenly. In this case the Insurer grants the insurance cover for the period not longer than 7 days from the commencement of acts of war or acts of terrorism, however not longer than up the 30th day of Travel or the last day of Insurance Period, only in the scope of MEDICAL EXPENSES and MEDICAL ASSISTANCE. The Insurer shall not be liable if the Insured travels abroad to a country where warfare is already underway as well as when the Insured actively participates in acts of war or acts of terrorism;
- c) nuclear explosion or radioactivity;
- d) failing to observe recommendations of a Physician or to have medical procedures conducted beyond medical control or control of people authorized to do so, except for first aid provided to the Insured in relation to an Accident;
- e) lack of mandatory vaccination or preventive treatment necessary for the destination of Travel, in accordance with the international health regulation and individual requirements of countries in terms of visa regulations,
- f) attempting or committing an offense by the Insured, except from unintentionally causing a road accident,

- g) a suicide and a suicide attempt, intentional self-inflicted injury or damage of the body upon request of the Insured,
- h) alcoholism or mental disorders of the Insured (an illness qualified in the International Statistical Classification of Diseases and Health Problems as mental disorders or behavioural disorders including neurosis),
- i) intentional act or gross negligence of the Insured, of an Insured's relative, of a Close person or of an employee belonging to the same company as the Insured,
- j) the practice of sport,
- k) hunting,
- l) test drives, participation in races and amateur races requiring the use of a terrestrial, nautical or aerial engine,
- m) motor and aerial sport practice, excepting the ones listed in the High-risk sport definition.
- n) driving a motor vehicle by the Insured without the required license,
- o) participation of the Insured in a flight as a pilot, a crew member or a passenger for leisure purpose of a plane which does not belong to licensed airlines;
- p) Insurance events occurring in the territory of Romania.
- q) Damage occurring directly or indirectly, as part of, or in connection with, professional activities performed abroad aimed at profit or not, including volunteering, internships and apprenticeship.

The Insurer shall not be liable for damage occurring directly or indirectly, as part of, or in connection with, Professional activities performed abroad having the definition of High risk physical work. If the Insured's Professional activity is of a High risk physical work nature and, at the same time, an administrative or office work, it is assumed that the Insured performs a High risk physical work.

The Insurer shall not be liable for damage occurring directly or indirectly, as part of, or in connection with a working time abroad, a secondment abroad or a professional Travel exceeding 30 consecutive days.

#### ARTICLE 8 – FORMALITIES IN CASE OF INSURED EVENT COMMON FOR ALL GUARANTEES

If an Insured event occurs, in order to notify the Insurer and before incurring any expenses, the Insured or the person representing the Insured, should immediately :

- report to Europ Assistance, using one of the following way of communication:
  - o calling on the 24/7 h service: +40 31 229 61 31
  - o by e-mail:operation@europ-assistance.ro
- provide necessary information requested by Europ Assistance: name and surname as well as details of the place of stay, allowing Europ Assistance to contact the Insured,
- follow the recommendations of Europ Assistance.

#### ARTICLE 9 - PAYMENT OF THE INSURANCE INDEMNITY

The Insurance Indemnity provided for all Insured Events occurred during the Insurance Period may not exceed individual limits of the Insurance Indemnity relevant to individual partial subjects of the Insurance Agreement, in compliance with article 6.

Europ Assistance, in his quality of Management Services Provider of the Insurer, transfers the Insurance Indemnity to the Insured's account on behalf of the Insurer by money transfer within 30 days following the receipt of all supporting documents.

#### ARTICLE 10 – TERMINATION OF INSURANCE

The insurance coverage is terminated:

- On the date of termination of the Credit/ Debit Card Agreement for any reason whatsoever;
- By unilateral termination at the initiative of the Policyholder or of the Insurer with the notification of the parties with 20 days before the termination date.

- In case of termination of the group policy with BRD, the insurance stops at the following anniversary date.
- in case the Insured refuse to be enrolled into the group policy, with a written notification addressed to the Policy holder or Insurer

#### **ARTICLE 11 – CORRESPONDANCE**

11.1. The Insured is obliged to inform the Insurer, via BRD without undue delay, about the change of the permanent residence address or corresponding address.

11.2. All information, announcements and requests relating to the Insurance must be made in a written form in Romanian language.

11.3. The contractual parties are bound to send any written notification /information by post with delivery confirmation to the indicated address or to the last known address of the other contractual party.

11.4. A written document sent to the address with delivery confirmation is considered as delivered at the day of his reception, mentioned to the delivery confirmation.

#### **ARTICLE 12 – CORRESPONDANCE ADDRESSES IF AN INSURED EVENT OCCURS**

The Insured has to send all supporting documents related to its claim file to the Assistance Services Provider of the Insurer, Europ Assistance Magyarország Kft. Budapest, e-mail address: [operation@europ-assistance.ro](mailto:operation@europ-assistance.ro) or by postmail (only if the assistance company or the Insurer expressly requests them): Str. Váci út, nr. 36 – 38, Budapest, Ungaria.

#### **ARTICLE 13 – DISPUTE SETTLEMENT**

In the case of a dispute related to the enrollement, in order to be solved in an amiable way it is possible to contact the Insurer by a written letter SOGESSUR S.A. PARIS – SUCURSALA BUCURESTI, Gheorghe Polizu Street, no. 58-60, (zone 2) floor 4, district 1, Bucharest, Romania, or e-mail: [reclamatii.brdasigurarigenerale@brd.ro](mailto:reclamatii.brdasigurarigenerale@brd.ro)

Or

BRD - Société Générale SA, Ion Mihalache nr. 1-7 District 1, Bucharest, Romania, e-mail: [mybrdcontact@brd.ro](mailto:mybrdcontact@brd.ro)

The Insured has the right to file a complaint in relation to the Insurance Agreement either before the entities mentioned above or with the Financial Supervision Authority.

In absence of a favorable response, the complaint may be sent to the competent authority of the Insurer's member state – ACPR (Autorite de Controle Prudentiel et de Resolution), which will analyse it.

The Insured is entitled to proceed to alternative means for dispute settlement, according to the applicable laws.

The abovementioned rights do not restrict the rights of the Insured to defer the dispute before the competent Romanian courts of law.

#### **ARTICLE 14 – PRESCRIPTION PERIOD**

The legal prescription term for all legal actions arising from this Insurance Agreement is 2 years.

#### **ARTICLE 15 – THE PERSONAL DATA PROTECTION**

The Insurer commits to comply with the applicable Personal Data Protection Law of the Insured. Informing the insured and other persons concerned or, as the case may be, obtaining the informed consent for the processing of the personal data of the persons concerned is done before the conclusion of the Insurance Agreement or during the contractual term, under the applicable legal provisions.

The data requested by the Insurer in the forms filled in by the Insureds or, as the case may be, other persons concerned during the (pre) contractual relationship are mandatory for the establishment and performance of the contractual relationship with the Insurer or for the management of the insured's claim requests.

#### **ARTICLE 16 – FRAUD**

If the Insured simulates or exaggerate the occurrence of the insured risk, as well as the amount of the loss, using to justify the loss false documents or fraudulent means or intentionally amends and alters the traces and remnants of the insured event or facilitates an insured event and aggravates the damages, the Insured decade of any right to compensation and insurance will be considered terminated by operation of law, without giving prior notice and without further ads or refund the Insurance Premium paid.

#### **ARTICLE 17 – TAX AMENDMENTS**

The Insurance Premium does not include VAT. All direct or indirect taxes, present and future on this contract and its execution, such as those related to Insurance Premiums, policy and other documents and receipts depending on it, shall be supported by the Policy Holder.

These specifications are subject to law's tax changes (Tax Code, and any legislative act adopted in implementation thereof).

This document was drafted in 2 (two) original copies, one copy for each Contracting Party.

In case of inconsistency between the Romanian version and the English version, the Romanian version will prevail.